

AGREEMENT BETWEEN THE DUPAGE COUNTY HEALTH DEPARTMENT
AND
MCGUIRE WOODS CONSULTING
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into the 12th day of September, 2009, between the DuPage County Health Department (hereinafter "Department") with offices at 111 North County Farm Road, Wheaton, Illinois 60187 and McGuire Woods Consulting (hereinafter "Consultant").

WHEREAS, the Illinois General Assembly has granted the Department authority to enter into agreements for the purpose of securing outside professional services (55 ILCS 5/5 5-25013); and

WHEREAS, the Department has a legitimate business need for lobbyist services; and

WHEREAS, the provider chosen has experience and expertise in providing the needed lobbyist services; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows

ARTICLE I: SCOPE OF SERVICES

1.1 The Consultant shall perform tasks as follows:

Scope of Services: Consultant agrees to provide consulting services as a lobbyist representing the DuPage County Health Department before the Executive Branch of State Government, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in consulting fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

Consultant agrees to provide quarterly activity reports on major activities on 12/1, 3/1, 6/1 and 9/1.

ARTICLE II: TERM AND TERMINATION OF AGREEMENT

2.1 **Contract Term**

This Agreement is for a term commencing September 12, 2009 and continuing through September 11, 2010 ("Term"), unless terminated sooner as provided herein.

Termination of the AGREEMENT prior to the expiration date can be made by either party by providing ten (10) business days prior written notice of intent to terminate this AGREEMENT.

ARTICLE III: COMPENSATION

3.1 **Rate**

Compensation and Payment: Compensation for Services during the initial term shall be based on a monthly rate of \$ 8,000.00 and shall not exceed ninety-six thousand dollars, (\$ 96,000.00), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act".

Non-appropriation: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under this Agreement, the Department shall notify Consultant and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Consultant for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

ARTICLE IV: LIABILITY AND RISK MANAGEMENT

4.1 Indemnification

Consultant shall indemnify, defend, and hold harmless the Department and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this AGREEMENT or tortuous acts by Consultant, however, Consultant will not be responsible for any claim arising out of Department, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Department, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.

4.3 Insurance

Automobile Insurance. If Consultant will be driving a vehicle in the course of performing the Services, Consultant shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

Waiver. In consideration of the Department agreeing to waive its requirement that Consultant carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Consultant agrees to hold the Department, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Consultant or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services, unless caused by the gross negligence of the Department.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor: It is understood and agreed that the relationship of Consultant to the Department is and shall continue to be that of an independent contractor and neither Consultant nor any of Individual's employees shall be entitled to receive Department employee benefits. As an independent contractor, Consultant agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Consultant agrees that neither Consultant nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department

5.2 Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

5.3 Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE DEPARTMENT:

Du Page County Health Department
111 N County Farm Road
Wheaton, IL 60187
Attn: Maureen McHugh

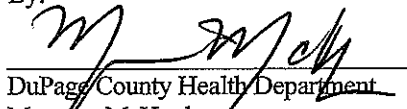
IF TO CONSULTANT:

McGuire Woods Consulting
1 Old State Capital Plaza, Suite 410
Springfield, IL 62701

- 5.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
- 5.5 **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
- 5.6 **Waiver:** No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
- 5.7 **Severability:** In the event any provision of the AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and be enforceable in accordance with its terms.
- 5.8 **Conflict of Interest.** The Provider covenants that he has no conflicting public or private interest and shall not acquire directly or indirectly any such interests which would conflict in any manner with the performance of Consultants service under this AGREEMENT.
- 5.9 **Compliance with Laws.** Consultant is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Consultant is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By:


DuPage County Health Department
Maurzen McHugh
Executive Director

9-17-09
Date

By:


McGuire Woods Consulting
1 Old State Capital Plaza, Suite 410
Springfield, IL 62701

9/17/09
Date

ADDENDUM TO AGREEMENT BETWEEN THE DUPAGE COUNTY HEALTH
DEPARTMENT AND
MCGUIRE WOODS CONSULTING
FOR PROFESSIONAL SERVICES

This addendum is entered into this 10th day of April 2009, to amend ARTICLE III:
COMPENSATION of the Agreement entered into September 12, 2008 as follows:

ARTICLE III: COMPENSATION

3.1 Rate.

This Addendum stipulates that Compensation for Services beginning April 10,
2009 shall be based on a monthly rate of \$8,000.00 and total compensation shall
not exceed \$78,000 (\$78,000) for the total term of the Agreement.

All other provisions of the Agreement entered into on September 12, 2008, shall remain
in effect.


McGuire Woods Consulting 4/27/09
Date


Executive Director 4/16/09
Date

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Du Page County Health Department
111 N County Farm Road
Wheaton, IL 60187
Attn: Maureen McHugh

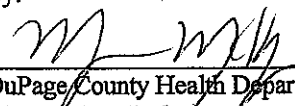
IF TO INDIVIDUAL:

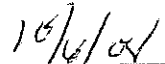
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1 Old State Capital Plaza, Suite 410
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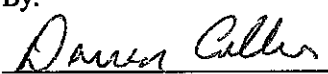
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.


By:


DuPage County Health Department
Maureen McHugh
Executive Director


Date

By:


McGuire Woods Consulting
1 Old State Capital Plaza, Suite 410
Springfield, IL 62701


Date

Run date: 02/25/2010 @ 10:40
Bus date: 02/25/2010

DuPage County Health Department
Vendors - Check History

OTVCHKH.L70 Page 1

Vendor Name	Obligat'n Description	Stg Date	Posted	Amount	Check
20153 MCGUIRE WOODS CONSULTING LLC	✓177838 9/08 LOBBYIST SRV	11/30/08	10/24/08 Recon	5,000.00	67713
MCGUIRE WOODS CONSULTING LLC	✓178274 10/08 CONSULT FEE	12/31/08	11/14/08 Recon	5,000.00	67960
MCGUIRE WOODS CONSULTING LLC	✓178630 11/08 CONSULTING SRV	12/31/08	11/26/08 Recon	5,000.00	68142
MCGUIRE WOODS CONSULTING LLC	✓179933 12/08 CONSULT FEE	02/28/09	01/23/09 Recon	5,000.00	68740
MCGUIRE WOODS CONSULTING LLC	✓180944 1/09 CONSULT FEES	04/30/09	03/06/09 Recon	5,000.00	69265
MCGUIRE WOODS CONSULTING LLC	✓181350 2/09 CONSULT FEES	04/30/09	03/20/09 Recon	5,000.00	69436
MCGUIRE WOODS CONSULTING LLC	✓182081 3/09 CONSULTING FEE	05/29/09	04/24/09 Recon	8,000.00	69852
MCGUIRE WOODS CONSULTING LLC	✓182553 4/09 CONSULT FEE	05/29/09	05/15/09 Recon	8,000.00	70078
MCGUIRE WOODS CONSULTING LLC	✓183445 5/09 CONSULTING SERVICES	07/31/09	06/19/09 Recon	8,000.00	70476
MCGUIRE WOODS CONSULTING LLC	✓184822 6/09 PROFESSIONAL SRV	09/18/09	09/18/09 Paid	8,000.00	71410
MCGUIRE WOODS CONSULTING LLC	✓185182 7/09 PROF SRVS	10/02/09	10/02/09 Paid	8,000.00	71551
MCGUIRE WOODS CONSULTING LLC	✓185519 8/09 CONSULTING SRV	10/30/09	10/30/09 Paid	8,000.00	71818
MCGUIRE WOODS CONSULTING LLC	✓186712 9/09 CONSULTING FEE	12/11/09	12/11/09 Paid	8,000.00	72267
MCGUIRE WOODS CONSULTING LLC	✓186939 10/09 CONSULTING SRV	01/08/10	01/08/10 Paid	8,000.00	72547
MCGUIRE WOODS CONSULTING LLC	✓187060 11/09 CONSULTING SRV	01/29/10	01/29/10 Paid	8,000.00	72775
20153 MCGUIRE WOODS CONSULTING LLC	*** Vendor Total ***			102,000.00	
*** Report Total ***				102,000.00	

Run date: 02/25/2010 @ 10:40
Bus date: 02/25/2010

DuPage County Health Department
Vendors - Check History

OTVCHKH.L70 Page 1

Setup by: jvergara

-----| Selection Page |-----
1) Check dates.....: 03/01/2006 to 02/25/2010

Fld	Description	First value	Last value	Sort	I/E
1	Vendor	20153	20153	I	
2	Tot obligations	0000000000000000.00	9999999999999999.99	I	

Total vendors selected = 1